



RE: T-20717A-09-0578

2009 DE 23 P 3:29

December 22, 2009  
Via Overnight Delivery

AZ 001  
DOCT 11 11 00

Docket Control Center  
Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, AZ 85007

**RE: Talton Communications, Inc.  
Application - Short Form for Pay Telephone Providers**

T-20717A-09-0578

Dear Sir/Madam:

Enclosed for filing are the original and thirteen (13) copies of the Pay Telephone Provider application and proposed tariff filed on behalf of Talton Communications, Inc. ("Talton").

Talton is a provider offering automated operator assisted institutional telecommunications services. Talton was recently awarded the Detainee Phone System contract by the Immigration and Customs Enforcement ("ICE") division of the Department of Homeland Security to provide telecommunications service for the detainees in nine states including Arizona. Under the terms of the contract, installation at some of the ICE facilities, including the facility in Arizona, has begun. The vast majority of call traffic is jurisdictionally interstate. However, there is a small amount of intrastate call traffic. Talton understands that the appropriate intrastate authority in Arizona is required. On that basis, **the Company respectfully requests expedited handling of this application and the earliest possible effective date for this authority.**

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed stamped envelope provided for that purpose. Any questions regarding this filing may be directed to my attention at (407) 740-3004 or via email at [rnorton@tminc.com](mailto:rnorton@tminc.com).

Sincerely,

62 Robin Norton, Consultant to  
Talton Communications, Inc.

RN/lm  
Enclosures

cc: Julius Talton - Talton  
file: Talton - AZ  
tms: AZn0900

Arizona Corporation Commission  
DOCKETED

DEC 23 2009



**ARIZONA CORPORATION COMMISSION**  
**APPLICATION**  
**SHORT FORM FOR PAY TELEPHONE PROVIDERS**

**Mail or deliver an original and 13 copies of this application to:**

Docket Control Center  
Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, Arizona 85007

I. List the name, address and telephone number of the person or entity (Applicant) that subscribes to the phone line from the local exchange company, indicate Business Name (if different than Applicant):

Talton Communications, Inc.

(Applicant's Name)

\_\_\_\_\_  
(Business Name if different than Applicant's Name)

910 Ravenwood Drive

(Applicant's Address)

Selma AL, 36701

(Applicant's Address)

(334) 877-0704

(Applicant's Telephone Number)

II. If you intend on having an attorney represent you in this application, list the attorney's name, address and telephone number:

\_\_\_\_\_  
(Attorney's Name)

\_\_\_\_\_  
(Attorney's Address)

\_\_\_\_\_  
(Attorney's Address)

( ) - \_\_\_\_\_  
(Attorney's Telephone Number)

III. What type of entity is the Applicant?

[ ] SOLE PROPRIETORSHIP; [ ] PARTNERSHIP; [ ] LIMITED LIABILITY COMPANY; or [X] CORPORATION: By checking this box, you certify that you have a current copy of your Articles of Incorporation on file with the Arizona Corporation Commission's Corporations Division: [ ] Arizona Corporation; or [X] Foreign Corporation.

IV. SELECT ONE THAT APPLIES:

[ ] GENERIC/STREAMLINED TARIFF: By checking this box, the Applicant states it intends to provide public pay telephone service in the State of Arizona under the rates, terms, and conditions as set forth in the COPT Generic Tariff, and A.A.C. R14-2-901. et.seq., and hereby concurs in that Tariff. The Applicant understands that requests to provide service under conditions other than those set forth in the COPT Generic Tariff may be approved only by specific order of the Arizona Corporation Commission pursuant to A.A.C. R14-2-901. et. seq.;

or

☒ CUSTOMIZED TARIFF: By checking this box, the Applicant states it intends to provide pay telephone service in the State of Arizona under a Special (non-streamlined) Tariff, A.A.C. R14-2-901. et. seq., and submits with this application its proposed Special (non-streamlined) COPT Tariff for services to be offered and does not concur in the Generic Tariff; or

☐ By checking this box, the Applicant states that it is NOT PROVIDING PUBLIC PAY TELEPHONE SERVICE, and hereby states that it is not a public service corporation, and swears and affirms that it is not offering its pay telephone service to the public and its primary business is not providing public pay telephone service: NOTE: Applicant may be subject to fines or other penalties if it is operating as a Public Service Corporation without a Certificate of Convenience and Necessity.

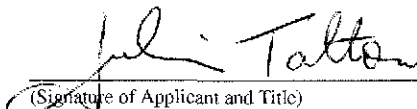
#### V. NOTICING

☐ By checking this box the Applicant states that it has placed the prescribed notice of the application at each pay telephone location (See instruction sheet: "NOTICE"). Attach ONE copy of a list of the addresses where you provide pay telephone service; OR

☐ By checking this box the applicant indicates it does NOT have any COPTs at this time.

VI. Attach one copy or sample of the customer information placard, which will be located on the pay telephone, that describes the services you offer and the instructions for operation. If you have checked the box to conform to the Generic Tariff, the placard must conform to: Para. III. items; C., D., J., K., and M.; plus Para. IV. C., items 1. through 7. of the Generic Tariff.

**Not Applicable to Inmate Phones.**



(Signature of Applicant and Title)

Julius Talton, President

(Type or Print Your Name)

#### DO NOT WRITE IN THIS SPACE STAFF RECOMMENDATIONS

☐ By checking this box, the Applicant is requesting a hearing because it objects to the Staff Recommendations or other reasons. The request for a hearing and any objections to these Recommendations must be filed within 20 days from the date of this report. If the request is not made within 20 days, the Commission may decide the matter without a hearing unless a hearing is requested by Staff or an Intervenor.

# ARIZONA CORPORATION COMMISSION

## NOTICE

### PUBLIC NOTICE OF APPLICATION FOR A CERTIFICATE OF CONVENIENCE AND NECESSITY

Talton Communications, Inc., has filed with the Arizona Corporation Commission ("Commission") an application for a Certificate of Convenience and Necessity (ACC&N) to provide Customer Owned Pay Telephone Service in the State of Arizona.

Talton Communications, Inc., is required by the Commission to provide this service under the rates, charges, terms, and conditions established by the Commission.

The application is available for inspection during regular business hours at the offices of the Arizona Corporation Commission, 1200 West Washington Street, Phoenix, Arizona, and at:

Talton Communications, Inc.  
(Name of Company )

910 Ravenwood Drive  
(Address of Company)

Selma AL, 36701  
(Address of Company)

You may have the right to intervene in the proceeding, or you may write to the Commission or call and make a statement on your own behalf. If you have any questions about this application or have any objections to its approval, you may contact the Consumer Services Section of the Commission at 1200 West Washington Street, Phoenix, Arizona 85007 or call locally to (602) 542-4251 or in-state toll free at 1-800-222-7000.

**APPLICATION OF  
TALTON COMMUNICATIONS, INC.**

**Exhibit I**

Certificate of Authority  
(To be provided upon receipt)  
&  
Articles of Incorporation

# STATE OF ALABAMA

I, Jim Bennett, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Section 10-2B-4.02, Code of Alabama 1975, and upon an examination of the corporation records on file in this office, the following corporate name is reserved as available:

**Talton Communications, Inc.**

This domestic corporation name is proposed to be incorporated in Dallas County and is for the exclusive use of Harry Gamble, PO Box 345, Selma, AL 36702-0345 for a period of one hundred twenty days beginning April 23, 2002 and expiring August 22, 2002.

CORP 56 797  
Recorded In Above Book and Page  
05/01/2002 04:00:18 PM  
John W. Jones Jr  
Judge of Probate  
Dallas County, Alabama

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the City of Montgomery, on this day.

April 23, 2002



Date

Jim Bennett

Secretary of State

**ARTICLES OF INCORPORATION  
OF  
TALTON COMMUNICATIONS, INC.**

---

For the purpose of forming a corporation under the Alabama Business Corporation Act and any act amendatory thereof, supplementary thereto or substituted therefor (hereinafter referred to as the "Act"), the undersigned do hereby sign and adopt these Articles of Incorporation and, upon the filing for record of these Articles of Incorporation in the Office of the Judge of Probate of the county in which the initial registered office is established under Article V hereof, the existence of a corporation (hereinafter referred to as the "Corporation"), under the name set forth in Article I hereof, shall commence.

**ARTICLE I.  
NAME**

- 1.1 The name of the Corporation shall be Talton Communications, Inc.

**ARTICLE II.  
PERIOD OF DURATION**

- 2.1 The duration of the Corporation shall be perpetual.

**ARTICLE III.  
PURPOSES, OBJECTS AND POWERS**

- 3.1 The purposes and objects and powers of the Corporation are:
- (a) To engage in any lawful business, act or activity for which a corporation may be organized under the Act, it being the purpose and intent of this Article III to invest the Corporation with the broadest purposes, objects and powers lawfully permitted a corporation formed under the Act.
  - (b) To carry on any and all aspects, ordinary or extraordinary, of any lawful business and to enter into and carry out any transaction, ordinary or extraordinary, permitted by law, having and exercising in connection therewith all powers given to corporations by the laws of the State of Alabama.
  - (c) Without limiting the scope and generality of the foregoing, the Corporation shall have the following specific purposes, objects and powers:

CORP 56 798  
Recorded In Above Book and Page  
05/01/2002 04:00:18 PM  
John W. Jones Jr  
Judge of Probate  
Dallas County, Alabama

(1) To engage in the business of owning, operating and consulting for or otherwise engaging in the business of telecommunications and related businesses.

(2) To have and to exercise any and all of the powers specifically granted in the business corporation laws of the State of Alabama, none of which shall be deemed to be inconsistent with the nature, character or object of the Corporation and none of which are denied to it by these Articles of Incorporation.

(3) To build, manufacture or otherwise process or produce; to acquire, own, manage, operate, improve or deal with; to sell, lease, mortgage, pledge, distribute or otherwise deal in and dispose of, property of every kind and wheresoever situated.

(4) To purchase, lease or otherwise acquire any interest in the properties and rights of any person, firm, corporation or governmental unit; to pay for the same in cash, in shares of stock, bonds, or other securities, evidences of indebtedness or property of this Corporation or of any other person, firm, corporation or governmental unit.

(5) To be a promoter or incorporator, to subscribe for, purchase, deal in and dispose of, any stock, bond, obligation or other security, of any person, firm, corporation, or governmental unit, and while the owner and holder thereof, to exercise all rights of possession and ownership.

(6) To purchase or otherwise acquire (including without limitation, to purchase its own shares to the extent of unreserved and unrestricted capital surplus available therefor) to the fullest extent permitted by the Act, and to sell, pledge or otherwise deal in or dispose of shares of its own stock, bonds obligations or other securities.

(7) To borrow money from any person, firm, corporation, or governmental unit and to secure any debt by mortgage or pledge of any property of the Corporation; to make contracts, guarantees, and indemnity agreements and incur liabilities and issue its notes if not inconsistent with the provisions of the Constitution of Alabama as the same may be amended from time to time.

(8) To lend money, or aid or extend credit to or use its credit to assist, any person, firm, corporation, or governmental unit, including, without limitation, its employees and directors and those of any subsidiary, in accordance with the Act.



(9) To guarantee any indebtedness and other obligations of, and to lend its aid and credit to, any person, firm, corporation, or governmental unit, and to secure the same by mortgage or pledge of, or security interest in, any property of the Corporation.

(10) To consolidate, merge or otherwise reorganize in any manner permitted by law; to engage in one or more partnerships and joint ventures as general or limited partner.

(11) To carry on its business anywhere in the United States and in foreign countries.

(12) To elect or appoint officers and agents and define their duties and fix their compensation; to pay pensions and establish pension plans, pension trusts, profit sharing plans, stock bonus plans, stock option plans, and other incentive or deferred compensation plans for any or all of its directors, officers and employees.

(13) To make donations for the public welfare or for charitable, scientific, or educational purposes; to transact any lawful business which the Board of Directors shall find to be in aid of governmental policy.

3.2 All words, phrases and provisions appearing in this Article III are used in their broadest senses, are not limited by reference to or interference from any other words, phrases or provisions and shall be so construed.

#### ARTICLE IV.

##### CAPITAL STOCK

4.1 The aggregate number of shares of capital stock which the Corporation shall have the authority to issue shall be 1,000 shares of common stock of the par value of \$1.00 per share.

4.2 The number of shares of capital stock which the Corporation shall initially issue shall be 1,000 shares of common stock of the par value of \$1.00 per share.

4.3 Each holder of the shares of common stock shall be entitled to one vote for each share held by such holder, including the election of directors. There shall be no cumulative voting rights in the election of directors. There shall be one class of common stock, and each share of common stock shall have the same relative rights and be identical in all respects with the other shares of common stock.

CORP 56 800  
Recorded In Above Book and Page  
05/01/2002 04:00:18 PM  
John W. Jones Jr  
Judge of Probate  
Dallas County, Alabama

## ARTICLE V.

### REGISTERED OFFICE AND REGISTERED AGENT: PRINCIPAL OFFICE

5.1 The location and mailing address of the initial registered office of the Corporation shall be 910 Ravenwood Drive, Selma, Alabama, 36701.

5.2 The initial registered agent at such address shall be Julius E. Talton, Jr.

5.3 The principal office of the Corporation in the State of Alabama shall be 910 Ravenwood Drive, Selma, Alabama, 36701.

## ARTICLE VI.

### BOARD OF DIRECTORS

6.1 The business and affairs of the Corporation shall be managed by the Board of Directors. The number of directors of the Corporation shall be fixed from time to time by the bylaws, or in the absence of the bylaws fixing the number of directors, the number of directors shall be one (1). The number of directors may be increased or decreased from time to time by amendment to the bylaws, to the full extent permitted under the laws of the State of Alabama, provided that the Board of Directors shall consist of not less than one natural person, and that no decrease shall have the effect of shortening the term of any incumbent director.

6.2 The number of directors constituting the initial Board of Directors shall be one (1).

6.3 The names and addresses of the persons who are to serve as directors until the first annual meeting of the shareholders or until their successors be elected and qualify are:

#### DIRECTORS

Julius E. Talton, Jr.

#### ADDRESSES

415 Ivanhoe Drive  
Selma, Alabama 36701

## ARTICLE VII.

### INCORPORATORS

7.1 The names and addresses of the incorporators are:

CORP 56 801  
Recorded In Above Book and Page  
05/01/2002 04:00:18 PM  
John W. Jones Jr  
Judge of Probate  
Dallas County, Alabama

NAMES

Julius E. Talton, Jr.

ADDRESSES

415 Ivanhoe Drive  
Selma, Alabama 36701

**ARTICLE VIII.**

**BYLAWS**

8.1 The initial bylaws of the Corporation shall be adopted by the shareholders. The Board of Directors shall have the power and authority to amend, repeal or alter the bylaws, in whole or in part, or adopt new bylaws; provided, however, that the Board of Directors may not amend, repeal or alter any bylaw establishing what constitutes a quorum at shareholders' meetings. The bylaws may contain any provisions governing the affairs of the Corporation, and its directors and shareholders not inconsistent with the then existing laws of the State of Alabama or these Articles of Incorporation.

**ARTICLE IX.**

**INDEMNIFICATION; INSURANCE**

9.1 The Corporation shall indemnify, to the fullest extent permissible under the Alabama corporate law, any individual who is or was a director, officer, employee or agent of the Corporation, and any individual who serves or served at the Corporation's request as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, other enterprise or employee benefit plan, in any proceeding in which the individual is made a party as a result of his or her service in such capacity.

9.2 Any repeal or modification of the foregoing paragraph by the shareholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

9.3 The Corporation may purchase and maintain insurance on behalf of (i) any person who is or was a director, officer, employee, or agent of the Corporation; and (ii) any person who serves or served at the Corporation's request as a director, officer, employee, agent, partner or trustee of another corporation, partnership, joint venture, trust or other enterprise, against any liability incurred by him or her in any such position, or arising out of his status as such, whether or not the Corporation would have power to indemnify him or her against such liability under Alabama corporate law.

## ARTICLE X

### LIMITATIONS ON DIRECTORS' LIABILITY

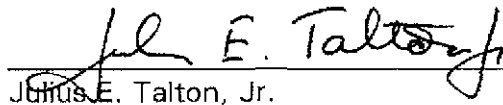
10.1 A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for any action taken, or any failure to take any action, as a director, except liability for (i) the amount of a financial benefit received by a director to which he or she is not entitled, (ii) an intentional infliction of harm on the Corporation or the shareholders; (iii) a violation of Section 10-2B-8.33 ("Liability for Unlawful Distributions") of the 1994 Alabama Business Corporation Act; (iv) an intentional violation of criminal law; or (v) a breach of the director's duty of loyalty to the Corporation or its shareholders. If the 1994 Alabama Business Corporation Act or other Alabama law is amended or enacted after the date of filing of these Articles to further eliminate or limit the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Alabama Business Corporation Act, as so amended, or such other Alabama law. Any repeal or modification of this Article X by the shareholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

## ARTICLE XI

### AMENDMENTS

11.1 The Corporation reserves the right from time to time to amend, alter or repeal each and every provision contained in these Articles of Incorporation, or to add one or more additional provisions, in the manner now or hereafter prescribed or permitted by the Alabama Business Corporation Act, and all rights conferred upon shareholders at any time are granted subject to this reservation.

IN TESTIMONY WHEREOF, witness the hand of the undersigned incorporators on this the 30th day of April, 2002

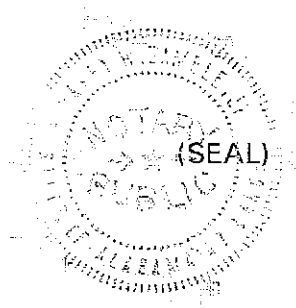
  
Julius E. Talton, Jr.

CORP 56 803  
Recorded In Above Book and Page  
05/01/2002 04:00:18 PM  
John W. Jones Jr  
Judge of Probate  
Dallas County, Alabama

STATE OF ALABAMA    I  
COUNTY OF DALLAS    I

I, the undersigned, a Notary Public in and for said County and State, hereby certify that **JULIUS E. TALTON, JR.**, whose name is signed to the foregoing Articles of Incorporation, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day same bears date.

GIVEN UNDER MY HAND AND SEAL on this the 30<sup>th</sup> day of April, 2002.



John W. Gamble  
Notary Public  
State of Alabama at Large

My Commission Expires: 5/20/04

This Instrument Was Prepared By:  
GAMBLE, GAMBLE & CALAME, LLC  
Attorneys at Law  
Post Office Box 345  
Selma, Alabama 36702-0345

Recording Fee	55.00
TOTAL	55.00

CORP    56    804  
Recorded In Above Book and Page  
05/01/2002 04:00:18 PM  
John W. Jones Jr  
Judge of Probate  
Dallas County, Alabama

**APPLICATION OF  
TALTON COMMUNICATIONS, INC.**

**Exhibit II**

Proposed Tariff

CUSTOMER OWNED PAY TELEPHONE (COPT)  
TELECOMMUNICATIONS TARIFF  
OF  
TALTON COMMUNICATIONS, INC.

Toll Free Customer Service Number:  
(800) 685-1840

This tariff contains the descriptions, regulations, and rates applicable to the provision of Institutional automated operator assisted telecommunications services, by Talton Communications, Inc. ("Talton") within the State of Arizona. This tariff is on file with the Arizona Corporation Commission. Copies may be inspected during normal business hours at the Company's principal place of business.

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Issued: December 23, 2009  
By:

Julius Talton, President  
910 Ravenwood Drive  
Selma, Alabama 36701

Effective:

AZn0900

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**CHECK SHEET**

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<b>PAGE</b>	<b>REVISION</b>	
Title	Original	*
1	Original	*
2	Original	*
3	Original	*
4	Original	*
5	Original	*
6	Original	*
7	Original	*
8	Original	*
9	Original	*
10	Original	*
11	Original	*
12	Original	*
13	Original	*
14	Original	*
15	Original	*
16	Original	*
17	Original	*
18	Original	*
19	Original	*
20	Original	*
21	Original	*

\* - indicates those pages included with this filing.

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Issued: December 23, 2009

Effective:

By:

*Julius Talton, President*  
910 Ravenwood Drive  
Selma, Alabama 36701

AZn0900



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Section 5 - Current Rates	21

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Issued: December 23, 2009

By: Julius Talton, President  
910 Ravenwood Drive  
Selma, Alabama 36701

Effective:

AZn0900

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**APPLICATION OF TARIFF**

This tariff contains the regulations and rates applicable to the provision of automated operator services by Talton Communications, Inc. for use by inmates and other incarcerated persons in Correctional Institutions within the State of Arizona subject to the jurisdiction of the Arizona Corporation Commission.

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Issued: December 23, 2009

By:

Julius Talton, President  
910 Ravenwood Drive  
Selma, Alabama 36701

Effective:

AZn0900

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**EXPLANATION OF SYMBOLS**

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) - To signify a changed listing, rule or condition which may affect rates or charges.
- (D) - To signify discontinued or deleted material, including a listing, rate, rule or condition.
- (I) - To signify an increase in rates or charges.
- (M) - To signify material relocated from or to another part of this Tariff with no change in text, rate, rule or condition.
- (N) - To signify new material, including a listing, rate, rule or condition.
- (R) - To signify a reduction in rates or charges.
- (T) - To signify a change in the wording of the text, but no change in rate, rule or condition.

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Issued: December 23, 2009  
By:

Julius Talton, President  
910 Ravenwood Drive  
Selma, Alabama 36701

Effective:

AZn0900

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**TARIFF FORMAT**

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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Issued: December 23, 2009

By:

Julius Talton, President  
910 Ravenwood Drive  
Selma, Alabama 36701

Effective:

AZn0900

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Access Line** - An arrangement which connects the location to the Company's switching center or designated point of presence.

**Automated Collect Call** - Calls billed to the called party that are completed through an automated call processing system. The automated system prompts the call originator and called party. The called party must accept charges for the call and is responsible for payment.

**Called Party** - The person, individual, corporation or other entity whose telephone number is called. The Called Party is responsible for payment of the charges for use of Talton's automated collect service.

**Company or Carrier** - Used throughout this tariff refers to Talton Communications, Inc., unless otherwise clearly indicated by the context.

**Customer or End User** - The person, firm, corporation or other entity which uses the Company's service and is responsible for payment of charges and compliance with the Company's tariff.

**Commission** - The Arizona Corporation Commission.

**Correctional or Confinement Institutions** - Used throughout this tariff to refer to any type of confinement facility, including prisons, jails, work farms, detention centers or other facilities used for penalty or confinement purposes.

**Inmates** - The jailed or confined population of correctional or confinement institutions.

**Subscriber** - The correctional institution which orders or uses the Company's service. The Subscriber enters into an agreement with the Company for the provision of automated operator assisted telecommunications services for use by inmates.

**Talton** - Used throughout this tariff to mean Talton Communications, Inc.

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Issued: December 23, 2009

By:

Julius Talton, President  
910 Ravenwood Drive  
Selma, Alabama 36701

Effective:

AZn0900

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of Talton Communications, Inc.**

The Company's services and facilities are furnished for communications originating at correctional or confinement institutions within the state of Arizona. The terms of this tariff apply to intrastate calls.

The Company provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities to allow connection of a Subscriber's location to the Company services.

The Company's services and facilities are available twenty-four hours per day, seven days per week subject to restrictions imposed by the administration of the Correctional Institution.

**2.2 Limitations**

**2.2.1** The Company provides calling services to inmates and other incarcerated persons in confinement/correctional institutions.

**2.2.2** Service is offered subject to the availability of the necessary facilities or equipment, and subject to the provisions of this tariff.

**2.2.3** The Company reserves the right to suspend service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

**2.2.4** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

**2.2.5** Service may otherwise be limited at the request of the Institution's administration or by rules of the Commission to decrease fraud and maintain security and control over the incarcerated population.

---

Issued: December 23, 2009

By: Julius Talton, President  
910 Ravenwood Drive  
Selma, Alabama 36701

Effective:

AZn0900

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.3 Use**

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited, limited to the provisions of this tariff.

**2.4 Liabilities of the Company**

**2.4.1** The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

**2.4.2** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer, End User and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer, End User or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.4 Liabilities of the Company, (Cont'd.)**

**2.4.3** The Company shall not be liable for any defacement of or damages to the premises of a Subscriber or Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

**2.4.4** Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part has been a contributing factor, the liability of the Company for any claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this tariff shall not exceed an amount equivalent to the pro rata charge to the Customer or Subscriber for the period of service or facility usage during which such interruption, delay, error, omission or defect occurs.

**2.5 Taxes and Fees**

Unless otherwise specified, all state and local taxes (e.s., sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

**2.5.1 Arizona Universal Service Fund**

The Company will assess a fee to support universal service in Arizona. The fee will be determined by the AUSF Administrator, and is subject to change upon order of the Commission.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Payment for Service****2.6.1 Payment for Service**

The Customer is responsible for payment of all charges for services furnished to the Customer. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments (such as a local exchange company).

**2.6.2 Disputed Charges**

For charges billed through the Customer's local exchange carrier, notice from the Customer of disputed charges must be received by the Company within ninety (90) days after the date of the bill is issued. Otherwise, all charges will be considered correct and binding on the Customer.

The Company will promptly investigate and advise all billed parties as to its findings concerning disputed charges. Adjustments to billed charges shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

If the Customer is not satisfied with the outcome of the billing dispute, the Customer may contact the Commission at the following address:

Arizona Corporation Commission  
Consumer Service Section  
Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, AZ 85007

**2.6.3 Validation of Credit**

The Company reserves the right to validate the creditworthiness of Customers through available verification procedures and to establish a maximum predetermined credit amount. Where a requested billing method cannot be validated or maximum credit amount established, the Company may refuse to provide service.

Services provided by the Company are available to inmates of confinement facilities in accordance with facility-authorized programs. The Company may request that the confinement facility adopt, as part of its program, terms that enable the Company to collect the charges for all inmate calls, including without limitation, the blocking of calls by the Company to certain telephone numbers when the amount charged to such a telephone number exceeds a predetermined amount or becomes past due.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.7 Refusal or Discontinuance by Company**

**2.7.1** The Company may refuse or suspend service to the Customer or Subscriber for any of the following reasons:

- A.** For failure of the Customer to pay a bill for service when due.
- B.** For Customer's or Subscriber's violation of any of the Company's rules on file with the Commission.
- C.** For failure of the Subscriber to provide the Company reasonable access to its equipment and property.
- D.** For Subscriber's breach of the contract for service between the Company and the Subscriber.
- E.** For a failure of the Subscriber to furnish such service, equipment, and/or rights-of-way necessary to serve said Subscriber as shall have been specified by the Company as a condition of obtaining service.
- F.** When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

**2.8 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance.

**2.9 Call Restrictions**

Calling capabilities may be restricted by the administration of the Correctional or Confinement Institutions. The following types of calls will be blocked: directory assistance, 0-, 700, 800, 900, 976, 950, 10XXX, 1+ sent paid, third number billed, credit card and local direct. The Institution may block calls to specific telephone numbers and may limit calling service to pre-approved telephone numbers only. Call duration may be limited by the Institution.

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**SECTION 3 - DESCRIPTION OF SERVICE****3.1 General**

Service is offered to inmates and other incarcerated persons in Correctional or Confinement Institutions for outward-only calling. For Collect calls, billing information will be validated.

**3.2 Timing of Calls**

**3.2.1** Billing for calls placed over the Company's network is based in part on the duration of the call as follows, unless otherwise specified in this tariff.

**3.2.2** Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. For Collect Calls, charges apply only if the called party accepts the responsibility for payment.

**3.2.3** Chargeable time for each call ends when one of the parties disconnects from the call.

**3.2.4** Unless otherwise specified in this tariff, the minimum Initial Period for billing purposes is one (1) minute.

**3.2.5** Unless otherwise specified in this tariff, billing for Additional Periods (usage after the Initial Period) is in full one (1) minute increments.

**3.2.6** The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.

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**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)****3.3 Institutional Automated Collect Service**

Institutional Automated Collect Service is provided for use by inmates and other incarcerated persons in Correctional Institutions.

Service may be limited or restricted by the administrators of the Institution. Collect calls are billed to the Called Party via the Called Party's serving local exchange carrier. The Called Party must actively accept charges for the call.

Institutional Automated Collect Service allows collect calls to be made to terminating locations anywhere within the state. An automated system prompts the caller and the called party through user - friendly instructions. The called party must accept responsibility for payment of the charges by dialing the designated digit for acceptance. If a call is not accepted within five (5) seconds of the automated voice recording prompt, the automated recording is replayed a second time. If an acceptance digit is not received five (5) seconds after the second recording is completed, the call is automatically terminated.

Use of the automated collect calling service is subject to the rules and regulations of this tariff and the Institution's administrative restrictions.

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**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)****3.4 Prepaid Institutional Calling Services****3.4.1 General**

Prepaid Institutional Calling Services provide alternative payment arrangements for inmates in Confinement Institutions and called parties. Prepaid Institutional Calling Services are available 24 hours a day, seven days per week. Access to telephone service by an inmate may be subject to time of day, usage and other restrictions imposed by individual Confinement Institutions. No minimum service period applies.

Network usage for Prepaid Institutional Calls is deducted from the Available Usage Balance in full minute increments. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment. Usage charges are computed and rounded up to the nearest penny on a per call basis.

The called party is automatically informed of the Available Usage Balance remaining in the Prepaid Account prior to acceptance of the call. Network usage is deducted from the Available Usage Balance in the account on a real time basis as the call progresses. A reminder message is also provided when the account balance has one minute of usage remaining. All calls must be charged against an account that has sufficient available balance. Calls in progress will be terminated by the Company if the balance on the account is insufficient to continue the call.

Payment for Prepaid Institutional Calling Services and any Available Usage in the Prepaid Account is refundable upon request by the called party. The Available Usage Balance expires six months from the date the last call is made on the Prepaid account. No refunds of unused balances will be issued after the expiration date.

Two options are available with Prepaid Institutional Calling Services. The first option, the Prepaid Debit Account, allows the inmate to set up his/her own prepaid account at the Confinement Institution; the second option, Prepaid Collect Service, allows the Called Party who receives collect calls from inmates to set up his/her own prepaid account.

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**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)****3.4 Prepaid Institutional Calling Services, (Cont'd.)****3.4.1 General, (Cont'd.)****A. Option A: Prepaid Debit Account**

With a Prepaid Debit Account, the inmate is assigned a Personal Identification Number (PIN.) When the inmate places a call, he/she enters the PIN and called telephone number. All deposits to the account are paid into the inmate's commissary account. Families may fund the account through the Company's website, or via credit card by calling into the Company's customer service center, or through a payment kiosk located in a public area of the correctional Institution. If the payment into the account is provided via credit card, credit verification procedures are carried out under the terms specified in Section 2 of this tariff.

The Company's system automatically informs the caller of the Available Usage Balance remaining in the Prepaid Debit Account, and provides prompts to place the call by entering the destination telephone number. Network usage is deducted from the Available Usage Balance in the account on a real time basis as the call progresses.

**B. Option B: Prepaid Collect Service**

Prepaid Collect Service is available for use by individuals who receive collect calls from inmates in Correctional Institutions. Once an account is established, all collect calls from the facility to the telephone number associated with the prepaid collect account are automatically processed as prepaid collect. *If the payment into the account is provided via credit card, credit verification procedures are carried out under the terms specified in Section 2 of this tariff.* Deposits to the account are paid to and handled by the Company via arrangement with a vendor.

There is no minimum required initial deposit or replenishment amount. Initial and additional payments into the account may be made by cashier's check, money order, credit card, debit card, electronic checking or Western Union. Transaction fees will apply for credit card and check by phone transactions. All payments will be subject to applicable taxes.

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**SECTION 4 - MINIMUM AND MAXIMUM RATES**

**4.1 General**

Each Customer is charged individually for each call placed through the Company.

Customers are billed based on their use of the Company's service. No fixed monthly recurring charges apply.

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**SECTION 4 - MINIMUM AND MAXIMUM RATES, (CONT'D.)****4.2 Institutional Collect Service Rates**

The following rates apply to outbound collect operator assisted calls placed by inmates in correctional institutions using the Company network. The minimum call duration for billing purposes is one (1) minute. Additional usage is measured and rounded to the next higher full minute increment for billing purposes.

**4.2.1 Institutional Collect-Only Rates**

<b>A. Rates and Charges – Plan A</b>		<b><u>Minimum</u></b>	<b><u>Maximum</u></b>
<b>1. Usage Charge</b>			
Rate Per Minute:		\$0.10	\$0.30
<b>2. Service Charge</b>			
Per Call:		\$0.00	\$3.00

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**SECTION 4 - MINIMUM AND MAXIMUM RATES, (CONT'D.)****4.3 Prepaid Institutional Calling Services Rates**

The following rates apply to outbound collect operator assisted calls placed by inmates in correctional institutions using the Company network. The minimum call duration for billing purposes is one (1) minute. Additional usage is measured and rounded to the next higher full minute increment for billing purposes.

**4.3.1 Prepaid Collect Service Rates**

<b>A. Rates and Charges – Plan A</b>		<b><u>Minimum</u></b>	<b><u>Maximum</u></b>
<b>1. Usage Charge</b>			
Rate Per Minute:		\$0.10	\$0.30
<b>2. Service Charge</b>			
Per Call:		\$0.00	\$3.00

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**SECTION 4 - MINIMUM AND MAXIMUM RATES, (CONT'D.)****4.3 Prepaid Institutional Calling Services Rates, (Cont'd.)****4.3.2 Prepaid Debit Service Rates****A. Rates and Charges – Plan A**

		<u>Minimum</u>	<u>Maximum</u>
1.	<b>Usage Charge</b>		
	Rate Per Minute:	\$0.10	\$0.30
2.	<b>Service Charge</b>		
	Per Call:	\$0.00	\$3.00

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**SECTION 4 - MINIMUM AND MAXIMUM RATES, (CONT'D.)****4.4 Miscellaneous Charges****4.4.1 Bill Statement Fee**

In order to partially offset increased expenses associated with billing calls via local exchange carriers, the Company reserves the right to apply a bill statement fee in each billing period in which local or long distance collect calls are billed through a Customer's local exchange carrier or directly billed to the end user. This fee will be charged only once per billing period regardless of the number of calls. The fee will not apply in any billing period in which no collect calls are billed. This fee does not apply to prepaid services.

	<u>Minimum</u>	<u>Maximum</u>
Bill Statement Fee, per month where applicable, up to:	\$1.50	\$6.00

**4.4.2 Account Transaction Fees**

	<u>Minimum</u>	<u>Maximum</u>
A. Account Replenishment Fees		
Deposits under \$20.00:	\$1.50	\$5.00
Deposits \$20.00 or more:	\$0.00	\$5.00

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**SECTION 5 - CURRENT RATES****5.1 Institutional Collect-Only Service Rates****5.1.1 Rates and Charges**

Usage Charge, Per Call:	\$0.15
Service Charge, Per Call:	\$0.00

**5.2 Prepaid Institutional Calling Services****5.2.1 Prepaid Collect Service**

Usage Charge, Per Minute:	\$0.10
Service Charge, Per Call:	\$0.00

**5.2.2 Prepaid Debit Service**

Usage Charge, Per Minute:	\$0.10
Service Charge, Per Call:	\$0.00

**5.3 Miscellaneous Charges****5.3.1 Bill Statement Fee**

Bill Statement Fee, per month where applicable, up to:	\$2.99
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**5.3.2 Account Transaction Fees**

<b>A.</b> Account Replenishment Fees	
Deposits under \$20.00:	\$2.50
Deposits \$20.00 or more:	\$0.00

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